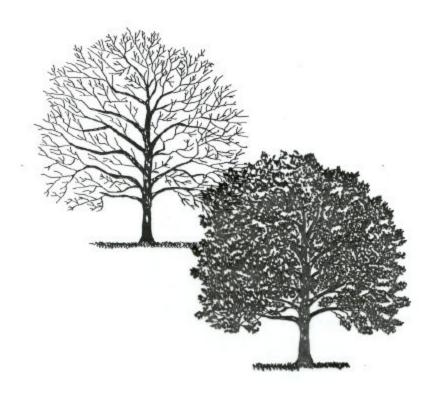
1999

APPLICATION AND GUIDELINES FOR THE

TREES FOR THE MILLENNIUM INITIATIVE



Urban and Community Forestry Program CA Department of Forestry & Fire Protection



TABLE OF CONTENTS

| I. | Introduction | Page 3 |
|-------------------------|--|---------------|
| II. | This Cost –Share Program Is Intended To | Page 3 |
| III. | Important Points | _ |
| IV. | Administration | • |
| V. | Eligible Applicants | 9 |
| VI. | Eligible Projects | |
| VII. | Acceptable Nursery Stock | • |
| VIII. | Acceptable Species | _ |
| IX. | Ineligible Projects | 9 |
| IЛ. Х. | | 9 |
| | Eligible Costs | 9 |
| XI. | Ineligible Costs | |
| XII. | Application Procedures | 9 |
| XIII. | Rating Criteria | • |
| XIV. | Selection and Notification | 9 |
| XV. | Contract Process | Page 12 |
| XVI. | Accounting Process | Page 12 |
| XVII. | Contract Dates | Page 12 |
| XVIII | | • |
| XIX. | Award Of Contract | 9 |
| XX. | Protest | 9 |
| XXI. | Execution of Contract | E |
| XXII. | Amendments | • |
| XXIII | | 9 |
| XXIV. | • | • |
| XXV. | r | 9 |
| | Time Extensions | ε |
| XXVI | Withdrawal from Program Prior To Project Start | Page 14 |
| | 4 PP1 1P1 CP2 | |
| | APENDICES: | |
| A. | Application and proposal package format | |
| В. С. | Instructions for completing work plan Certification of responsible party(ies) for maintenance | |
| С. D. | Minimum maintenance requirements | |
| D. Е. | Resolution (sample) | 0 |
| <i>Б.</i> <i>F</i> . | Certification approving project (sample) | _ |
| G. | Certification that project was completed satisfactorily | _ |
| Н. | Certification of purchased trees | |
| I. | Nursery standards | _ |
| J. | Planting landscape trees | |
| <i>K</i> . | Water use classification of landscape species (WUCOLS) | Page 30 & 31 |
| М. | Guidelines for structural development of young trees | _ |
| N. | List of ineligible trees | |
| <i>O</i> . | Standard agreement with Exhibit A (sample), Exhibit B, & Exhibit C | Page 35 - 40 |

1999 TREES FOR THE MILLENNIUM

California Department of Forestry and Fire Protection Urban & Community Forestry Program

APPLICANT

| A. Representative Authorized | d in Resolution: | | |
|---|--|--|-------------|
| NAME/ TITLE | | | |
| CITY/COUNTY/DISTRICT/ORGANIZ | ZATION | | |
| ADDRESS | CITY/ZIP CODE | | |
| TELEPHONE NUMBER | E-MAIL ADDRESS | | |
| B. Contact Person with day-t (If different from authorize | o-day responsibility for project. ed representative.) | | |
| NAME /TITLE | | | |
| CITY/COUNTY/DISTRICT/ORGANIZ | ZATION | | |
| ADDRESS | CITY/ ZIP CODE | | |
| TELEPHONE NUMBER | E-MAIL ADDRESS | FAX | NUMBER |
| PROJECT | | | |
| INDICATE TYPE OF PROJECT RE | EQUESTED: (CHECK ONE BOX ONLY) | | |
| [] Tree Planting [] T | ree Planting with Follow-up Care | [] Follow-up care only (\$10,000 limit) | |
| PROJECT TITLE: | | | |
| Total Grant Request \$ | Total Project Budget \$ | | |
| | LEGISLATIV | E INFORMATION | |
| CA State Senator: | | Senate District # | |
| CA State Assembly Member:_ | | Assembly District # | |
| To find | out who your Legislative representatives are, ca | all the California Bill Room in Sacramento at (916) 445232 | 3 |
| Brief Description of Project: | | | |
| I certify that the information contained in | n the application, including required attachments, | is accurate. | |
| Signed: Applicant's Authorized Representation Shown in Resolution | sentative | Date | |

"TREES FOR THE MILLENNIUM"

GRANT PROPOSAL GUIDELINES

I. INTRODUCTION

Governor Gray Davis and his new Administration invites you to participate in investing time and energy into improving our urban forests through the "Trees for the Millennium" Initiative. The additional two million dollars that the Governor is pumping into the state's urban forest in the coming year constitutes an on-the-table commitment to the needs of the state's urban forests today. A statement for today with a challenge for tomorrow! The bold new initiative of Governor Davis builds upon the wisdom of President Theodore Roosevelt when he said, "To exist as a nation, to prosper as a state, and to live as a people, we must have trees".

The Governor sees this Initiative as a bold challenge for cities and others to reappraise the way that they deal with their urban forests in terms of maintenance and sustainability. To help in that reassessment, the funding allocated for this initiative is designed to support and create highly successful public/private/city partnerships. These partnerships in urban forestry will serve as role models that are effective and cost-effective, and will help increase the broad level of citizen interest and voluntarism in planting, growing and maintaining the state's urban forest.

The California Department of Forestry and Fire Protection will seek to foster new partnerships and collaborative efforts with this grant initiative to assist cities, counties, districts and other divisions of local government as well as non-profit organizations in the application of the new "Trees for the Millennium" grant program.

II. THIS COST-SHARE PROGRAM IS INTENDED TO:

Present a bold vision for the future in the sense that the state, for the first time, recognizes the need for a new approach and a new model of sustainability to both grow and manage our urban forest resources. The benefits of this new grant program involves fostering both hard dollar-and-cents returns as well as 'soft' benefits that are, at present, unable to be set down in fiscal terms but which are invaluable.

Among the soft benefits are:

- Increased Environmental Awareness of the benefits of a healthy, safe, diverse and sustainable urban forest.
- Improve neighborhood pride
- Building community relationships
- Fostering educational outreach that encourages citizen interest and volunteerism in planning, planting and maintaining community urban forests.
- Promote interest in urban forestry at local, regional and state levels.
- Incorporate community involvement, participation, education and stewardship into each project.

Among the hard benefits are:

- Reducing air pollution and improving Carbon sequestration
- Battling the Heat Island Effects
- Reducing urban stormwater runoff
- Planting seeds for sustainable forest hardwood resource utilization
- Provide cost-share funding for tree establishment and early, critical maintenance.
- Provide models to inspire similar projects while stimulating increased spending for local community programs.

Other important considerations:

- Support and create public/private/city partnerships to leverage community resources.
- Promote the value of careful tree selection, appropriate tree care, and long-range planning and management through public outreach programs.
- Encourage a long-term commitment to appropriate tree maintenance to ensure the health, longevity and safety of the trees planted.
- Promote proper tree planting and maintenance practices.
- Ensure that the trees planted under this grant program:
- exceed 30 feet at maturity. Smaller growing trees will under utility lines;
- will tolerant local environmental conditions, e.g., heat, wind, air quality, available soil moisture, soil characteristics, shade, etc.;
- are free of obvious defects, e.g., girdling roots, poor root structure (root bound), insect or disease problems, crowded or weak branch structure, atypical growth form (trees topped at a nursery and not corrected) and injury (see "Nursery Standards," **Appendix I**);
- are appropriate to the site, e.g., space available, overhead utility lines, fruit, nuts or litter;
- are relatively pest resistant;
- have a low hazard or nuisance potential, and
- are long-lived and require relatively little maintenance.

A sense of community, working together as a team, will be the desired outcome. This approach can best be summed up through the words of Margaret Mead when she said,

"Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it's the only thing that ever has".

III. IMPORTANT POINTS

- A. DEADLINE for receipt of proposal is **4:00** pm, FRIDAY, NOV 5,1999.
- B. Successful applicants will be notified after December 17th. The anticipated start up date is March 2000. Work cannot start until the contract is fully executed.
- C. Projects must be completed within the contracted period.
- D. FUNDING CAN BE USED FOR:
 - **1. General Tree Planting**: limited to the purchase of trees including tax and freight, planting materials (see eligible costs below), planting tools, certain irrigation products and materials and the purchase or production of educational materials (not to exceed 10% of grant dollar request, *and/or:*

2. Early critical tree care: limited to stake and tie removal, weeding, mulching, surface applied fertilizer and the structural pruning of 3 to 6 year old trees. Recipients can use up to 20 percent (\$10,000) of their total grant for this purpose. Recipients may apply solely for "early tree care" funds (up to \$10,000) to conduct a community or city project. Eligible costs include **tools** and **labor** to conduct and/or supervise the work. All pruning must conform to current industry pruning standards, e.g., ANSI A300 Pruning Standards and the ISA (International Society of Arboriculture) pruning guidelines (see **Appendix M** for a summary).

E. GRANT AMOUNT:

- Applicants may request up to \$50,000 for general tree planting projects. Funds may be used to purchase trees, tools, eligible planting and irrigation products or materials, **and/or** do an "early critical tree care" project.
- Recipients may apply solely for "early essential tree care" funds (up to \$10,000) to conduct a community or city early, critical tree care activities, e.g., pruning, irrigation, fertilization, stake and tie removal, weed removal, tree grate removal or resizing and mulching.
- Requests must be based on the actual number of trees and associated materials to be purchased, or number of trees to receive early, essential tree care treatment. Use the actual wholesale cost of trees and other eligible supplies rather than estimating costs. The maximum reimbursement **rate per tree shall not exceed \$60.00**. This is based on the range of cost for various trees taking into account availability, size, growth rate of trees in 15-gallon size containers. Grantees may, however, substitute the \$12.00 allocated for tree stakes, ties and tree protector collars, to plant larger trees when justified. Thus, CDF will reimburse up to \$72.00 for each tree purchased, assuming the stakes, ties and tree protection collar are part of the cost-share.
- F. Advance payments will not be made by the State. Grant recipients, thus, will need start-up and operating funds to cover expenses until invoices are reimbursed by the State. It normally takes 60 days to process the invoice and issue a check.
- G. Nursery and /or vendor invoices must be submitted before the contract expiration date for reimbursement. Refer to Section XXIII for submission of invoices.
- H. Ten percent of the invoice will be withheld from each payment, in accordance with State contract requirements. Final payment will include the 10 percent withholding.
- I. **A completion report** submitted within 45 days of project completion is required. Refer to Section XXIV to prepare your "Completion Report."
- J. Up to 20 percent of grant funds may be used for "temporary" irrigation products, e.g., drip supplies, TREE-gators, buckets, hoses, etc., and for public awareness and education. Funds may be split between the two components or used entirely for one. A detailed description of the educational program/product, and/or the irrigation strategy must be included in the proposal. Be very specific in your budget detail how this money will be spent. "Rainbird" type sprinklers are ineligible.
- K. Applicants may submit only one grant proposal per year.
- L. All purchased trees must meet the standards specified for acceptance of nursery trees. (see **Appendix I**)
- M. The Application/Proposal must be reviewed by a Certified Arborist, Registered Professional Forester or Landscape Architect with sufficient experience in tree planting and managing shade trees. This review is to verify the appropriateness of the proposed trees for the intended sites, and the planting and maintenance procedures. Refer to Section XIII- number 7, for details.
- N. Any substitutions of tree species, locations, and changes in number of trees must be requested in writing and approved by the project administrator.

IV. ADMINISTRATION

To receive a grant, successful applicants must enter into an agreement with the Director of Forestry and Fire Protection. Grant recipients must agree to complete their project and allow for periodic inspection. In return, the Director agrees to share the cost of the project. You will also be required to obtain a resolution from your Board of Directors, City Council, or Board of Supervisors authorizing your project and allowing the person responsible for the project to sign legal documents.

Program Administrator: For questions or comments contact Eric A. Oldar, California Department of Forestry and Fire Protection, 2524 Mulberry St. Riverside, CA 92502.Telephone: (909) 782-4140 Ext.6125

Technical Assistance: For technical assistance in preparing your project proposal, you may contact one of the following two urban forestry staff specialists:

Linda Romero (909-782-4140) in Riverside, or Bruce Hagen in Santa Rosa (707-576-2936).

V. ELIGIBLE APPLICANTS

Cities, counties, districts, and nonprofit organizations are eligible. Nonprofit organizations must have 501C status and provide proof of tax exemption.

VI. ELIGIBLE PROJECTS

[] TREE PLANTING ASSISTANCE:

- Planting trees on public lands to shade heat islands, e.g., concrete or asphalt, including but not limited to streets, and walkways.
- Planting trees in public parking lots and schoolyards.
- Planting trees to shade public buildings.
- Planting trees in dedicated open space including but not limited to excess parcels resulting from the construction of streets, airports, or waste reclamation facilities.
- Planting trees in city, community, state or municipal parks. (Federal parks do not qualify).

[] EARLY CRITICAL TREE CARE

- Remove stakes, and ties from existing trees, weeding, mulching and surface applied fertilization, and pruning of three to six years old trees to improve structure, eliminate defect, prevent future failure.
- Hand water trees, or labor to monitor trees for wilt, vandalism, weeds, etc., or oversee resident watered trees
- Install temporary drip irrigation when there is easy access to permanent plumbing.

VII. ACCEPTABLE NURSERY STOCK

All trees purchased under this grant program **must** conform at the time of delivery to the nursery standards specified for acceptance of nursery trees (See Appendix I). Trees that fail to meet the specified standards must be rejected. Trees planted under this grant program that do not meet the standard specifications will not be eligible for reimbursement. If reimbursement has already been received and an audit uncovers ineligible trees, you will be required to reimburse the state for the cost of the trees.

VIII. ACCEPTABLE SPECIES

Trees selected must reach a height of **at least 30 feet** at maturity unless being considered for planting under power lines. Only those species that are adaptable to the local environmental conditions will be considered eligible for grant consideration. When tree species selection is not matched to the planting site, adverse scoring for the grant will result. For example, drought adapted trees, such as our native oaks are bad choices for planting in turf or sites where they will receive frequent and regular irrigation. High water demand trees, like redwoods, willows, poplars, alders, birches, etc. are also poor for planting on dry or minimally irrigated sites. (see Appendix K, "WUCOLS"). Other trees know to be pest prone in the target planting area will be evaluated for their long-term survival. Applicants are highly encouraged to provide supporting tree species data sheets as part of their application from "Selectree" by accessing the information via the Internet at (www.ufei.calpoly.edu). Appendix N lists some of the trees that will **not** be approved for cost sharing under the scope of this grant program. These restrictions are to insure that this grant program maximizes the purposes expressed in the Trees for the Millennium Initiative and the California Urban Forestry Act of 1978, as reflected in the California Public Resources Code 4799.07.

IX. INELIGIBLE PROJECTS:

- Tree planting projects on private and Federal properties.
- Tree planting on any common private areas.
- Tree plantings on public open space lands that have not undergone an environmental review as mandated by California Environmental Quality Act (CEQA).
- Projects already receiving funds through Proposition 70 from Department of Forestry and Fire Protection.
- Tree planting projects in new residential subdivisions or other developments where the developer has paid a tree-planting fee to the city, county, or district.
- Projects that plant trees that will eventually conflict with the overhead utilities.
- Installation of elaborate and expensive irrigation systems, e.g., installation of permanent irrigation lines, special valves, electronic controls, etc.
- Projects funded with other state grant revenue sources.

X. ELIGIBLE COSTS:

Tree Planting Assistance:

- trees (up to \$60, not including tax and delivery)
- tree protectors (Tubex and similar products) if used in combination with one gallon sized trees or seedlings. The tube stake is considered part of the product cost.
- purchase of <u>existing educational material</u> including but not limited to: booklets, pamphlets, slide sets, videotapes, and posters.
- production of educational material including but not limited to design, printing, developing, photo copying, or paper, film, video tape, display boards, etc.
- planting supplies: stakes, ties, and root collar protector when warranted (up to \$12/tree)
- Woodchip surface mulching to conserve soils moisture and inhibits weed growth.
- tree planting tools: shovels, stake-drivers, digging bars, gloves, hoses, brooms, hand clippers, folding saws, etc.
- drip tubing, drip emitters, TREE gators, buckets, hoses, nozzles

Early Critical Tree Care:

- hand saws, pole saws and pruners, hand-clippers, loppers, gloves
- hoes for weeding
- pliers, wire cutters for tie removal
- Purchase of existing educational material on young tree pruning.
- production of educational material including but not limited to design, printing, developing, photo copying, or paper, film, video tape, display boards, etc.
- hand watering supplies: hoses, buckets, TREE gators
- Labor (cap rate of \$10 per hour). Matching funds shall be required to supplement labor costs.
- woodchip mulch to improve soil conditions and reduce weed growth.
- Slow-release nitrogen fertilizer, e.g., sulfur coated urea, for existing trees. Granular form to be surface applied (for established trees only).

NOTE: Resale of materials purchased or produced is prohibited.

XI. INELIGIBLE COSTS:

- administrative overhead costs
- root barriers chemical, or solid
- tree grates and decorative tree guards
- fertilizer for newly planted trees
- soil amendment except in cases where soil is very sandy.
- trunk wraps (unless justified and approved)
- disposal costs of woody debris.

XII. APPLICATION PROCEDURES:

- Applications/proposals must be received **no** later than 4:00 p.m., Friday, **Nov 5, 1999**, at the following address by US Mail: Fiscal and Administrative Coordination Section, California Department of Forestry and Fire Protection, PO BOX 944246, Sacramento, CA 94244- 2460, **or** hand deliveries at: 1416 Ninth Street, Room 1516-29, Sacramento, CA 95814 **or** by carriers other than US Postal Service at: CA Dept of Forestry, 1025 Triangle Court Suite 400, West Sacramento, CA 95605 Attention: Candace Kraemer, (916) 653-9448
- Late applications will **not** be accepted.
- Applicants must adhere to the proposal guidelines (see Appendix A).
- To qualify, your proposal must include the following:
 - 1. Seven (7) copies, one original and six copies, of everything in your proposal, including all supporting material (i.e., maps, photographs, support letters, etc.). All material, including maps, must be 8 ½ inch 11. Larger sized material will not be accepted.
 - 2. Completed application form.
 - 3. Concise and detailed project description
 - 4. A work plan. Follow outline in Appendix B.
 - 5. A project time table

- 6. Map(s) of project area (s).
- 7. Inventoried list of planting locations or addresses
- 8. Photographs of a representative number of intended planting sites. Include a range of planned planting sites, e.g., school yards, median strips, fairways, etc. Show similar sites if actual sites have not yet been selected.
- 9. A project review by a Certified Arborist, Registered Professional Forester or Landscape Architect with expertise in tree planting and current maintenance technology. This is to verify that the proposed trees: are adaptable to the area;
 - are suitable to the selected site;
 - are large enough to survive;
 - will grow to a height of at least 30 feet at maturity unless planted where space is restrictive.
 - the project plan incorporates a proper planting, irrigation and maintenance plan.
 - the plan complies with local tree ordinances.
- 10. A signed statement from the abutting property owner(s) certifying that they will water and maintain the tree(s) as agreed upon by the grant recipient and the abutting property owner as part of the project (such statements must be counter signed by the city, county, district, agency or non profit); or a signed statement on appropriate letterhead from a person with designated authority agreeing that the city, county, or district will provide all of long-term maintenance in accordance with International Society of Arboriculture standards. (See Appendix C, D, and J)
- 11. A signed and notarized resolution from the local jurisdiction (e.g., City Council) or governing body (e.g., Board of Directors) approving the project referred to in the application. (See **Appendix E**)
- 12. An approved encroachment permit if the project is on Cal Trans property.
- 13. Proof of tax exempt status if applicant is a non profit organization (letter from the Franchise Tax Board).
- 14. Description of the education program if applicant is using grant funds for education.
- 15. Description of the early critical tree care project.
- 16. Detailed description of the proposed project.
- 17. Previous experience and qualifications of the applicant undertaking this project, (non -profits only).

XIII RATING CRITERIA:

A. Projects will be evaluated and ranked by a CDF committee, **solely** on the information contained in the grant application and proposal. Proposals are screened and those that do not meet the minimum requirements are disqualified. Those meeting minimum requirements are ranked according to selection criteria listed above. The highest-ranking projects are selected and approved by the Director until available funds are exhausted.

9

The CDF Director will make the final decision for a project's approval. The rating criteria listed below will be used to rate each project

A. Tree Selection (0 - 25 Points)

Environment tolerance, adaptability, pest resistance, longevity, diversity, and appropriateness to site (0-20 Points)

- Does the project provide for adequate species diversity to reduce the effects of insects and diseases? A single species may be planted along a street for aesthetic reasons provided that other varieties are planted along nearby streets, thus providing an adequate mix.
- Are the tree species selected, adaptable to the site, and is the space available appropriate? Will the initial size planting stock selected ensure survival considering the site factors?
- Will the trees provide maximum environmental benefits, e.g., shade, heat island cooling, wind screening, improve air quality, etc.?
- Are the trees reasonably resistant to pest problems?
- Do any of the trees present a significant nuisance potential?
- Are the trees likely to damage paved surfaces nearby?

Projects that emphasize a diverse selection of moderate to large growing trees tolerant to urban growing conditions, e.g., drought, air pollution, soil compaction, frost, wind, etc. are more likely to maximize environmental benefits over the long term. Projects will be ranked accordingly.

B. Planting plan and Maintenance (0-20 Points)

- Is the planting method current and compatible with those recommended in these guidelines? (see Appendix J, Appendix M)
- If applicable, is the early, critical tree care component consistent with standards and guidelines defined in the Application Guidelines listed under Appendix M.
- Have adequate provisions e.g., watering frequency, periodic monitoring, been made to ensure establishment and survival?
- Is there adequate long-term maintenance?
- Does the project have a tracking system for required maintenance?
- Are there provisions and a budget to replace those trees that die or are vandalized?

C. Priority of Need (0-10 Points)

- How badly are the trees needed?
- Are there other resources to accomplish to work?
- How long has the site remained unplanted?
- Will this plan benefit many people?
- Does the plan emphasize environmental mitigation or aesthetics?

D. Public Outreach/Education Citizen Involvement/Stewardship (0-10 Points):

- How well does the proposed education program compliment the tree-planting project?
- How well does the proposed education program compliment the tree-planting project?
- Will there be community involvement.
- Are citizens encouraged to participate in planning, planting and maintenance?
- Will it encourage stewardship and public activism, engender interest in similar projects, and strengthen grassroots support for urban forestry?

E. Citizen Involvement/Stewardship (0–10 Points)

- Will there be community involvement.
- Are citizens encouraged to participate in planning, planting and maintenance.
- Will it encourage stewardship and public activism, engender interest in similar projects, and strengthen grassroots support for urban forestry?

F. Cooperative Relationships

(0-15 Points)

Opes the project involve a cooperative relationship between two or more organizations, e.g., local government, districts, agencies, or non-profit, civic groups with other agencies or organizations? Such as the U.C. Cooperative Extension, Resource Conservation Districts, Cal Trans, service organizations, youth groups, public utilities, and city or county government, California Conservation Corp, etc.?

G. Cost share and Cost/Benefit (0-10 Points)

< Reasonableness of cost to State, relative to the cost per tree and amount of additional community resources committed to this project, such as matching funds, equipment, supplies, administrative overhead and labor.

H. **Proposal Quality** (0-5 Points):

- < clarity
- < comprehensiveness
- < conciseness
- < organization
- < creativity

PROPOSALS INVOLVING ONLY EARLY CRITICAL TREE CARE WILL BE EVALUATED ON THE FOLLOWING CRITERIA:

a. Maintenance Plan (0-25)

- Are trees likely to benefit from proposed maintenance?
- Does the pruning method conform to current industry standards defined in the ANSI A300 Pruning Standards, The ISA Pruning Guidelines, and as recommended in the CDF Structural Pruning of Young Trees. (see **Appendix M**)
- If irrigation/fertilization is involved, will it likely enhance growth and long-term survival? Is irrigation thorough or is the frequency adequate?
- Is there adequate long-term maintenance?
- Does the project have a tracking system for required maintenance?

b. Priority of Need (0-20 Points)

- How badly is the early, critical tree care needed?
- Are there other resources to accomplish to work?
- How will this proposal benefit the urban forest?

c. Public Outreach/Education Citizen Involvement/Stewardship (0-25 Points):

- How well does the proposed education program compliment the early, critical tree care project?
- How well does the proposed education program compliment the early, critical tree care project?
- Will there be community involvement.
- Are citizens encouraged to participate in or observe tree care activities?
- Will it encourage stewardship and public activism, engender interest in similar projects, and strengthen grassroots support for urban forestry?

d. Cooperative Relationships (0-5 Points)

> Does the project involve a cooperative relationship between two or more organizations, e.g., city, county, district, agencies, or nonprofit with other agencies or organizations, e.g., UC Cooperative Extension, Resource Conservation District, Cal Trans, service organizations, youth groups, public utility, and city or county government, etc.?

e. Cost Share and Cost/Benefit

(0-20 Points)

Reasonableness of cost to State relative to the cost per tree for maintenance and amount of additional community resources committed to this project, such as matching funds, equipment, and labor.

f. Proposal Quality (0 - 5 Points):

- > clarity
- > comprehensiveness
- conciseness
- organization
- creativity

XIV. SELECTION AND NOTIFICATION

CDF will review each project application, and make final selections by December 20, 1999. Applicants will be notified by mail of the final selection.

XV. CONTRACT PROCESS

- A. Application/Proposal submitted to CDF.
- B. Proposals are screened and those that do not meet the minimum requirements are disqualified. Those meeting minimum requirements are ranked according to selection criteria listed above.
- C. The highest-ranking projects are selected and approved by the Director until available funds are exhausted.
- D. Grant recipient receives, signs, and returns all seven (7) signed copies of the agreement to Program Administrator.
- E. A fully executed agreement is returned to the grant recipient.
- F. Grant recipient commences work on project. A start-up date of March 2000 is anticipated.
- G. Payment request(s) with attached nursery and other vendor invoices are submitted along with an explanatory letter and Certification of Purchased Trees (see Appendix H). Tree species purchased must be listed on all nursery invoices. Ten percent will be withheld from each invoice and will be fully paid at the completion of the project.
- H After completion of project, grant recipient shall submit a report certification of satisfactory completion (Completion Report).

XVI. ACCOUNTING PROCESS

The applicant must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. This system should provide good audit trails, especially the source of original documents such as receipts, progress payments, invoices, etc. The system must also provide accounting data so the total cost of each individual project can be readily determined. These records must be retained for a period of three years after final payment is made by the state.

XVII. CONTRACT DATES (ESTIMATED)

November 5, 1999 Final date for receipt of proposal.

December 1999 Review and ranking of proposals is complete.

December 20 1999 Director announces grant awards.

March 1, 2000 Contract in force. Project can begin.

January 31, 2002 Contract termination

March 1, 2002 Completion report and final invoice due

XVIII. CONTRACT DOCUMENTS

The completed contract will include the following documents:

- A. Standard Agreement, STD 2, (See **Appendix O**).
- B. 1999 TREES FOR THE MILLENNIUM GUIDELINES, and your proposal.

XIX. AWARD OF CONTRACT

The State reserves the right to reject any and all proposals. The award of contracts will be to the highest rated proposals, and they will be awarded only if state funding is available and allocated to the Urban Forestry Program. An evaluation team will determine whether each proposal meets the <u>minimum</u> requirements and independently rate each proposal. Following the rating process, each applicant will be notified by mail of their final rank and the final allocations.

XX. PROTEST

Notice of the proposed awards shall be posted in CDF's office at the address indicated above for a period of five working days before actual award of the contract. If before the award, any bidder files a protest against the awarding of contracts, the contracts shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

Within five days after filing the protest, the protesting bidder shall file with the Department of General Services, a full and complete written statement specifying the grounds for the protest. Protests shall be limited to the grounds specified in Section 10345 of the Public Contract Code.

XXI. EXECUTION OF CONTRACT

The successful grant recipient shall sign seven (7) copies of the contract and return them within five (5) working days of receiving them. No contract shall be binding upon the State until same has been completely executed by the grant recipient and the Department of Forestry and Fire Protection, and approved by the Department of General Services of the State of California, if required.

XXII. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by all parties, and that no oral understandings or agreements shall be binding on any of the parties. No additional funds will be allocated to the project.

XXIII. PAYMENTS AND INVOICES

Progress payments shall be for expenses incurred in arrears based upon written nursery invoices submitted along with the contractor's invoice and explanatory letter. Frequency of payments will he no more than monthly. All invoices should he sent in **triplicate** to the CDF Fiscal Administrator and are subject to approval by the Department of Forestry and Fire Protection. Progress payments will be made for actual work accomplished and no pre-payment will be allowed. The State shall withhold ten percent 10 percent from each progress payment. In aggregate, the total of the progress payments shall never exceed 90% of the total amount billed. Progress payments can be expected within 60 days of the receipt of a valid invoice. The balance will be paid upon satisfactory completion of all work under this agreement and receipt of a completion report.

The State shall not be obligated to reimburse the contractor for costs incurred in excess of the contract amount, for costs over and above specified cap rate identified within the Request for Proposal and/or services supplied outside the approved contract period.

Invoices must be accompanied by the **Appendix H** form which certifying that all trees purchased under contract with CDF and subject to reimbursement meet or exceed the standards specified for nursery trees outlined in **Appendix I**. Any substitution in tree species, locations, and or number of trees must be requested in writing and approved in writing by the project administrator.

XXIV. COMPLETION REPORT

A completion report must be submitted within 45 days of completion of the project or expiration of the contract; which ever occurs first. It must include the following:

- A statement signed by a Certified Arborist or Registered Professional Forester or Landscape Architect certifying that the project was completed satisfactorily (See **Appendix G**), the trees were planted properly and a maintenance agreement is in place.
- Photographs of representative planting sites, work completed including some before and after photos.
- A summary of accomplishments, successes, and any difficulties you overcame that could help others.

XXV. TIME EXTENSIONS

No requests for a time extension will be accepted under this contract. The current contracting period representing the maximum amount of time allowed under this fiscal appropriation.

XXVI. WITHDRAWAL FROM PROGRAM PRIOR TO PROJECT START

If an applicant withdraws from the program prior to starting the project and elects not to use its grant funds, the allocation will revert back to the Urban Forestry Program for reallocation. In order to reactivate a withdrawn project, applicant must reapply within a new grant cycle.

APPENDICES:

| A. | Application and Proposal Package Format |
|----|---|
| B. | Instructions for Completing Work Plan |
| C. | Certification of Responsible Party(ies) For Maintenance |

D. Minimum Maintenance Requirements

E. Resolution

F. Certification Approving Project

G. Certification that Project was Completed Satisfactorily

H. Certification of Purchased Trees

I. Nursery Standards

J. Planting Landscape Trees

K. Water Use Classification of Landscape Species (WUCOLS) Recommended Watering Practices.

M. Guidelines for Structural Development of Young Trees.

N. List of Ineligible Trees

O. Standard Agreement with Exhibits

APPENDIX A

APPLICATION AND PROPOSED FORMAT

The application and proposal required format:

- 1. Application
- 2. Resolution
- 3. Certifications/Permits
 - a. Certification Approving Project
 - b. Certification of Responsible Party(ies) for Maintenance
 - C. Proof of Non-profit Tax Exempt Status (If Applic able)
 - d. Cal Trans Encroachment Permit (If Applicable)
- 4. Experience and Qualifications
- 5. Work Plan
 - a. Project Description (Maps 8 1/2 x 11 size only)
 - b. Budget
 - C. Planting Plan
 - d. Maintenance Plan
- 6. Long-term Management Plan
- 7. Educational Program
- 8. Project Site(s) Photographs (Prints or Photocopies) are the property of CDF and may be duplicated.
- 9. Letters of Commitment relating to completion of project only (e.g., participants in project). Not accepted after deadline.

APPENDIX B

INSTRUCTIONS FOR COMPLETING WORK PLAN

Be specific and include all applicable items.

1. . **Detailed Project Description.** Include:

- a. Statement of objective(s) /purpose to be met during project period.
- b. Description of how objective(s)/purpose will be met. Include methods and materials that will be used, and outcomes that are expected.
- c. Schedule of work to be accomplished. Structure on monthly increments and include a timetable.
- d. Description of project area, (Attach 8 1/2 x 11 size map)
- e. Schedule of community involvement. Include the number of people that will be involved and their contribution.
- f. Describe Public -Outreach Program, if applicable.

2. <u>Itemized Budget</u>

Include your matching costs in a separate column for materials, labor, equipment, etc. Additionally, include desired payment/reimbursement schedule.

3. **Detailed Planting Plan.** Include:

- a. Number, kind (bareroot, container), and size of species, including cultivar, to be planted.
- b. Site location(s). Size of planting sites, e.g., planting strips, planting pits, etc. Alternative locations, if applicable.
- C. List of residents, organizations, clubs, etc. that will be involved in planting, and extent of their involvement, if applicable.
- d. Planting dates.
- e. Method of planting and staking. Site preparation, nursery stock preparation, protection against vandals, rodents, deer, etc.
- f. Why were these trees chosen, and give a supporting statement of their use. Discuss their ecological tolerates, ultimate size, physical appropriateness to site, nuisance potential, potential pest problems, potential to damage concrete, growth rate and habit etc.

4. **Detailed Maintenance Plan.**

- a. Method of maintenance, i.e., watering, pruning, fertilization, insect and disease protection, etc.
- b. Maintenance schedule.
- C. List of residents, organizations, clubs, etc. that will be involved in maintenance and extent of their involvement, if applicable.
- d. Individual citizen, non-profit group, business or agency responsible for maintenance, i.e., names, address, contact person, and telephone number, if applicable.

APPENDIX C

"SAMPLE" CERTIFICATION OF RESPONSIBLE PARTY (IES) FOR MAINTENANCE

| I,, ce | rtify that will pro | ovide |
|---|---|--------|
| (REPRESENTATIVE AUTHORIZED IN RESOLUTION) | (CITY/COUNTY/DISTRICT) | |
| or be responsible for 100% of the maintenar | ce in accordance with the International Society of Arboricu | ılture |
| standards. | | |
| | | |
| | | |
| | | |
| | | _ |
| (Signature) | (DATE) | |

APPENDIX D

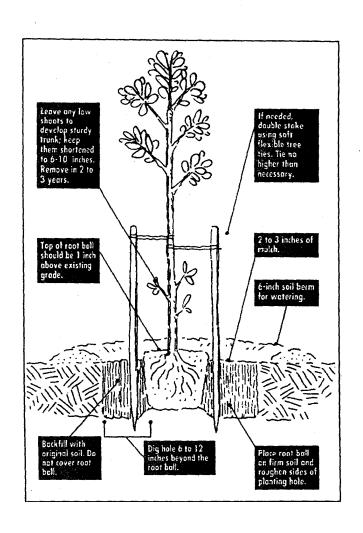
MINIMUM MAINTENANCE REQUIREMENTS

- 1. Provide a minimum of weekly watering during the dry season. Keep turf and ground covers at least 18 inches away from edge of root ball. Use some type of organic mulch to retain moisture.
- 2. Provide developmental pruning for strong and characteristic structure at three (3) years old and again at seven (7) years old as a minimum service level. Refer to Pruning Standards, Appendix J.
- 3. Provide needed pest control for the health of the tree.
- 4. Provide required staking to ensure stability and proper growth. Remove the nursery stake and use 2 stakes placed outside the root ball. Tie loosely with soft, flexible tree ties to allow for some movement. Stake one to two seasons.

Planting Standards

Reprinted from "Plant Your Tree!" brochure

- 1. Dig the proper sized hole for your tree. Make vertical sides as shown in the Figure 1. Roughen the side of the hole to allow root penetration. If you're transplanting your tree from a container, the hole should be one inch shallower and 6 to 12 inches beyond the root ball.
- 2. Carefully remove the container just before the trees are put into the hole. Try to move the tree by the root ball instead of the trunk. Minimize the time the roots are exposed to air. Roots circling around the outside of the root ball should be cut vertically in four or five places around the circumference. Roots matted on the root ball bottom should be cut off.
- 3. Set the root ball on undisturbed soil. Adjust the "best" side of the tree in the direction you want. Make sure the top surface of the root ball is one inch higher than the natural soil grade. Lay stick or shovel handle across the hole to see if the root ball is high or low.
- 4. Fill the hole in and around the root ball with the soil you removed from the hole in Step One. If the soil is filled with rocks, rake out the larger ones. Break up any clods and mix them with good topsoil. Finn the soil around the root ball until the hole is 2/3 full.
- 5. Fill the remaining space with water. Finish filling the hole with soil, but do not tamp. No fill soil should be put on top of the root ball.
- 6. Mound what soils' left into a six-inch high berm around the edge of the planting hole. Fill the basin around the tree with water to thoroughly wet and settle the soil.
- 7. Place a two to three-inch layer of mulch such as bark or leaves around the tree. Mulch helps to control weeds and retains water in the soil. Keep turf/grass 18 inches away from the trunk.
- 8. Remove any stakes that are next to the tree trunk. Restake your tree only if the tree cannot support itself Use two stakes and place them 12 inches away from the trunk on either side to support the tree against the wind. This prevents the trunk or branches from rubbing against the stake
- 9. Trees have different watering requirements. When they're first planted and taking root, they typically need frequent watering. Check the soil at a depth of two to three inches before watering. If it is dry, water thoroughly. A tree will grow faster when watered weekly for the first half of summer and then every two weeks for the balance.



APPENDIX E

SAMPLE RESOLUTION

| | | Resolution | No.: | |
|----------|---|---------------------------------|---------------------------------|---|
| | UTION OF THEe of Governing Body/City Council/Board o | | (City/County/Distr | |
| | TRY GRANT PROGRAM AS ED THROUGH THE FOREST | | | REES FOR THE MILLENNIUM INITIATIVE following project: |
| Trees fo | | - | | ia State Legislature has enacted the California lifornia and its political subdivisions for urban |
| progran | | • | | the responsibility for the administration of the cal agencies and non-profit organizations under |
| | EAS, said procedures establish on the approval of application | | • | e Protection require the applicant to certify by ate; and |
| WHER | EAS, the applicant will enter in | ato an agreement with the Sta | te of California to | carry out a tree planting project; |
| NOW, | THEREFORE, BE IT RESOLV | | | : |
| 1. | Approved the filing of an apparabove project; and | | overning Body) R THE MILLENN | NIUM" tree planting grant program, |
| 2. | Certifies that said applicant ha | as or will have sufficient fund | ls to operate and a | maintain the project; and, |
| 3. | Certifies that funds under the | jurisdiction of(Governing | | are available to begin the project. |

Certifies that said applicant will expend grant funds prior to January 31, 2002.

4.

| 5. | documents including, bu | • | to conduct all negotiations, execute and submit all elements, amendments, payment requests and so on, mentioned project. |
|-------|-------------------------|---------|--|
| foreg | • | • | the(City Council/Board of Supervisor/Board of Directors) |
| Ayes | : | | |
| Noes | | | |
| Abse | ent: | | |
| | | | |
| | | (CLERK) | |

NOTARIZED SEAL

APPENDIX F

SAMPLE CERTIFICATION APPROVING PROJECT

NOTE: Please place on appropriate letterhead. Eric Oldar Department of Forestry & Fire Protection 2524 Mulberry Street Riverside, CA 92501 Dear Mr. Oldar: I certify that I have carefully evaluated this grant proposal and have considered the following criteria in my assessment: Proposed tree species are adaptable to the local environmental condition and known to perform well in the area. Ultimate size of the proposed trees is appropriate for their intended sites. Growth form of the proposed trees is appropriate for intended use. Proposed trees will provide the desired benefits. Proposed trees lack serious nuisance, hazard and pest problems. Planting project is properly planned to ensure establishment and long-term survival. Initial sizes of the trees are large enough to have a good chance for survival at each planting site. Proposed planting method is likely to ensure survival. Watering frequency is adequate to ensure establishment and normal growth. Trees to receive early, critical tree care are in need of the proposed care. Planting complies with local tree ordinances. Plan critique and revision: I have provided my comments, suggestions and concerns to the plan preparer. My comments, concerns and suggestions were considered and addressed in the final plan. **Synopsis of findings:** The final proposal as submitted to the State is likely to ensure a successful project. Comments: Qualification/title Signature RPF or ISA Certified Arborist Printed Name

or Landscape Architect Number

APPENDIX G

CERTIFICATION OF PROJECT COMPLETED SATISFACTORILY

NOTE: On Appropriate Letterhead. Mr. Eric A. Oldar Department of Forestry and Fire Protection 2524 Mulberry Street Riverside, CA 92501 Telephone: (909) 782-4140 Ext. 6125 Dear Mr. Oldar: has complied with the following criteria in the selection and I certify that ___ (APPLICANT) planting of the trees purchased as part of the Urban Forestry Tree Establishment Grant Program: 1. All trees conform to the standards specified for acceptance of nursery trees as outlined in Appendix I. Large crowning trees that are greater than 30 feet at maturity with proportional crown spread will provide for maximum 2. shade. (Applies to General Planting Assistance only). 3. The species are environmentally tolerant and physically appropriate for the site. The initial sizes of the trees selected for the planting area are large enough to have a good chance for survival on the 4. project site. 5. The planting project is properly planned to ensure proper planting and long-term maintenance. The planting complies with local tree ordinances. 6. Sincerely, (SIGNATURE) (QUALIFICATIONS/TITLE) (RPF OR ISA CERTIFICATION)

APPENDIX H

CERTIFICATION OF PURCHASED TREES

| I, | | ourchased meet or exceed the standards |
|--|-------------------------|--|
| Attached is our invoice for reimburser | ment and copies of bill | s for the trees purchased under this contract. |
| | | |
| (SIGNATURE) | | (DATE) |
| | | |
| (QUALIFICATIONS/TITLE) | | |
| Attachment(s) | | |

APPENDIX I

NURSERY STANDARDS

SPECIFICATIONS FOR ACCEPTANCE OF NURSERY TREES AT THE TIME OF DELIVERY

PURPOSE

To obtain vigorous, healthy trees which can be easily trained into attractive trees with structurally strong roots and crowns.

SPECIFICATIONS

(The buyer should choose and/or modify the appropriate sections depending on the species, the landscape site, and the intended function of the tree.)

- I All trees shall be true to type or name as ordered or shown on the plans and shall be individually tagged or tagged in groups by species and cultivar (variety).
- II All trees shall be healthy, have a form typical for the species or cultivar, be well-rooted, and properly trained. These characteristics are described in Section III, IV, and V.
- III All trees shall comply with Federal and State laws requiring inspection for plant diseases and pest infestations. Inspection certificates required by law shall accompany each shipment of plants. Clearance from the County Agricultural Commissioner, as required by law, shall be obtained before planting trees delivered from outside the County in which they are to be planted.
- IV The root-ball of all trees shall be moist throughout and the crown shall show no signs of moisture stress.
- V The following criteria apply primarily to broad-leaved, decurrent trees:

Tree Crown

- A. A single, fairly straight trunk that has not been headed or that could be pruned to a central leader.
 - 1. Potential lateral scaffold branches (Height of lowest scaffold depends on landscape use):
 - a. Small growing trees (crepe myrtle, flowering fruit trees). Branches should be at least 2 inches apart vertically; which could be trained in the landscape to 3 to 7 branches 4 inches or more apart vertically.
 Large-crowning trees (ash, oak). Branches should be at least 6 inches apart vertically; which could be trained in the landscape to 5 to 9 branches 18 inches or more apart vertically.
 - b. Branches should be radially distributed around the trunk;
 - C. Branches should not be more than two-thirds (2/3) the diameter of the trunk, measured I inch above the branch; and
 - d. Branch attachments should be free of included bark (bark embedded between the trunk and a lateral).

- 2. No lateral branches below the lowest potential scaffold should be larger than one-forth (1/4) the trunk diameter at point of attachment;
- 3. Each tree must be able to comply with # I and #2 above without having removed or having to remove, now or with the previous growing season (at least six months), more than twenty-five (25) percent of the branches of size similar to or larger than those of the potential scaffold branches.
- B. The minimum acceptable length of the most recent season's shoots should be specified, for example, shoots of slow-growing trees (i.e., red maple, red oak, ginkgo) might be 8 inches and for fast-growing trees the minimum acceptable length might be 12 inches and preferably 24-36 inches.
- C. It would be desirable to have:
 - 1. The tree stands upright without support, unless the tree is bare root;
 - 2. Small (< 1/4 diameter of trunk) temporary branches along the trunk below the scaffold branches.

Roots

(Container, boxed, or balled and burlapped trees regardless of species or mature size):

- D. Free of roots > one-fifth (1/5) the trunk diameter visibly circling the trunk, and free of "knees" (roots) protruding above the soil;
- E. If in a tapered container, slip the root-ball out; the root-ball periphery should be free of circling roots larger than 1/4 inch in diameter or a mat of 1/4 inch or larger roots (acceptable diameters of circling peripheral roots depend on species and size of container);
- F. Untie the tree trunk from the stake; the trunk should not touch the top rim of the container.
- G. Tip the root-ball or container on its side, and with a small jet of water expose the roots within 2 inches of the trunk to a depth of 2.5 inches below the topmost root attached to the trunk. The trunk should be free of circling roots as in "D" and kinks in the main root(s). Replace soil washed from around the trunk with a similar soil mix (less than ten (10) percent of the total root-ball volume should need to be added).
- H. If the trees pass the above inspections, the roots will be further inspected by removal of the soil from the roots of not less than two (2) trees nor more than two (2) percent of the total number of trees of each species or variety from each source. The trunk and main roots shall be free of serious circling and kinked roots. Circling roots at the periphery of the root-ball shall not be reason for rejecting a tree unless they are large for the species and shoot growth is not acceptable for the species (See V, E.)
 - VI In case the sample trees inspected are found to be defective, the buyer reserves the right to reject the entire lot or lots of trees represented by the defective samples. Any plants rendered unsuitable for planting because of this inspection will be considered as samples and will not be paid for.
 - VII The buyer shall be notified when plants are to be shipped at least ten (10) days -prior to the actual shipment date, or the buyer may request to select the plants at the nursery before delivery.

These specifications have in part been adapted from the <u>Standard Specifications</u>, January 1981, of the California Department of Transportation, Sacramento.

APPENDIX J

PLANTING LANDSCAPE TREES

California Department of Forestry and Fire Protection

BEFORE YOU BEGIN:

- Determine your purpose: shade, windbreak, screening, energy reduction, etc.
- Consider the ultimate size of the tree and select according to available space.
- Do not plant large growing trees under utility lines or close to structures. They will require extensive pruning as they grow, or need to be removed prematurely. Smaller statured trees are more appropriate.
- Select that tolerate the available growing conditions.

GETTING STARTED:

- Keep the tree in a shady location until time of planting.
- Remove grass, weeds and ground covers within at least a 24-inch radius of the center of the planting hole. This vegetation will compete for available water and minerals, retarding growth and delaying establishment of the tree.
- Dig the hole at least 2 to 3 times the width of the container, and 1 to 2 inches shallower that the height of the root ball. Slant the sides of the hole outward at a 45-degree angle to increase the volume of loosened soil.
- To avoid settling, place the root ball on undisturbed soil. If practical, loosen the soil several feet beyond the planting hole with a pitchfork, shovel, digging bar or rototiller. Loosen the soil to a depth of about 8 inches.
- If you encounter hard pan or compacted soil while digging, try to penetrate it with a soil auger, digging bar or posthole-digger.
- Roughen the inside surface of the planting hole if it appears smooth or glazed, especially if augured or spade dug. Remove the tree from the container and gently loosen the outer one half-inch of soil to check for kinked or encircling roots (a spray of water from a garden hose may be helpful).
- Clip dead, encircling (girdling), kinked and matted roots. On one-gallon stock, make one half-inch deep longitudinal cuts into the soil on at least four sides of the rootball to cut girdling roots. On large stock, make one-inch deep cuts.
- If practical, soak the rootball briefly in a bucket of water and allow draining.
- Do not expose the roots to the heating and drying effects of direct sunlight for more than a few minutes.
- When planting balled and burlapped trees, remove all rope, string and/or wire, and fold down or cut away the burlap once the tree is in place. The current practice of leaving the burlap intact, and the wire basket in place, can restrict root development Trees planted in this manner may grow more slowly, take longer to establish, and require more maintenance.
- Avoid the routine use of root barriers for street trees. There is increasing evidence that they cause root damage, poor plant performance or lead to instability problems.
- Plant each tree so that the top of the root ball is 1 to 2 inches **above** the existing soil grade. Planting high prevents settling, helping to avoid crown rot by keeping the root crown dry.
- If it is necessary to add soil back to the planting hole to position the root ball at the correct height, carefully pack the soil to prevent excessive settling.
- Plant 3 to 4 inches high when turf is placed around trees. This will compensate for the additional 2 to 3 inches of turf and soil. Keep turf at least 24inches away from newly planted trees.
- Trees planted below soil grade are more susceptible to crown rot, and usually have more trunk sprouts.
- Orient the tree so that the inside face of the graft-union faces north or east.
- Loosen the excavated soil and use it as back-fill. Remove rock and extraneous material. If the soil is too wet, clayey or hard to break up, use topsoil of a similar texture or loose soil from nearby for back-fill.
- Amending the back-fill soil usually does not aid tree growth as once thought. However, soil amendment added to a sandy back-fill soil may help to retain soil moisture around the root ball during establishment. Of course, any value derived from amending the back-fill is temporary as the roots quickly grow out into the surrounding native soil.

GETTING STARTED (Continued)

- It is preferable to amend large areas where trees are to be planted.
- There does not appear to be any consistent benefit from fertilizing trees at planting or during their first season of growth. Fertilize moderately during the second season of growth, and yearly thereafter to encourage moderate growth. Slow release fertilizers are best for gradual, long-term fertilization. Reduce fertilization once the tree reaches a desirable size. Fertilize mature trees sparingly to maintain health rather than promoting growth.
- Refill the hole around the rootball about half way and gently firm the soil. Water thoroughly to settle the soil. Allow water to drain, and then fill the remaining void. Firm the soil and water to facilitate settling.
- Add additional soil if there is appreciable settling.
- Do not place soil on top of root ball.
- Place drip emitters so that they deliver water directly into the rootball. Until the roots of newly planted trees grow into the surrounding soil, they are totally dependent on the water contained in the rootball soil. This water is quickly depleted and can only be replaced if water is applied directly to the rootball, or if the surrounding soil is saturated. Once the tree is established, move the emitters further away to keep the root crown dry. Continue to expand the irrigation system, as the roots grow outward.
- If the tree is to be watered by hand, construct a small temporary soil berm immediately around the root ball. Next, construct a second larger berm immediately around the perimeter of the hole. Water both berms thoroughly. The inner berm will direct water into the root ball and keep the roots moist. Water applied beyond the root ball is not available to the tree until the roots grow out into the native soil. This is perhaps the number one cause of planting failure.
- Cover the exposed soil with 2 to 3 inches of coarse, wood-chip mulch (composted or otherwise). Wood chips from tree services are ideal for this purpose. Do not pile mulch against the trunk. Keep it several inches away.
- Water newly planted tree thoroughly at least weekly during warm weather.

STAKING:

- Stake only if necessary to keep the tree from leaning excessively or falling over.
- Remove the nursery stake and plastic ties (IMPORTANT).
- Use 2 stakes, one on either side of the root ball. Place the stakes so that they are at right angles to the prevailing wind.
- Tie the tree loosely to the stakes with commercial ties, soft webbing or strips of cloth, etc. AVOID USING WIRE OR WIRE PROTECTED BY HOSE.
- Place the ties (usually 2) so that the top of the tree moves freely in the wind. If the top bends too easily or leans perceptibly, move the ties up until the tree is more stable. Place the ties no higher than necessary. IT IS IMPORTANT THAT TREES BE ALLOWED TO MOVE (4 to 6 inches) IN THE WIND.
- Staple or nail the ties to the stakes.
- Avoid using cross bars between the two stakes. This can limit movement and damage the trunk.
- Cut off the excess length of the stakes so that rubbing or hitting against them does not damage the upper, permanent branches.

WATERING:

- Apply water to both the inner and outer berms so that water enters the root ball as well as the surrounding soil. After 2 to 3 months, discontinue watering of the inner berm.
- Water 1 to 2 times a week for the first two to three months depending on temperature, humidity, wind, and weekly thereafter for the first year. Apply enough water to saturate the soil to the planting hole depth.
- During the second year, water 2 to 3 times a month, beginning in the late spring and continuing through the summer and early fall.
- Once the tree is established (3 to 5 years), water monthly or as needed during the late spring and summer.

PRUNING:

At the time of planting, prune only to improve branch spacing, develop strong structure, and eliminate dead, injured, and poorly formed branches. Don't remove the lower, non-permanent, lateral branches along the trunk. Cut these back to 6 to 8 inch spurs. They will help to shade and nourish the trunk. Remove about a third of them each year.

- After 3 years, evaluate the tree for structure, clearance, defects, natural shape, and prune as needed.
- Proper pruning will help to ensure tree health, safety, and natural beauty. Don't leave stubs, or make cuts flush to the trunk. Leave the branch collar (swollen area at the base of the branch) intact.

APPENDIX K

WUCOLS

WATER USE CLASSIFICATION FOR LANDSCAPE SPECIES

A Guide to the Water Needs of Landscape Plants

Revised 4/1/94

L. R. Costello

UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

K. S. Jones UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

APPENDIX K

RECOMMENDED WATERING PRACTICES:

- X Irrigate trees planted during the dry season 2 to 3 times a week for the first two months and twice a week thereafter until the rainy season. It may be necessary to water more frequently during particularly hot, dry weather.
- < Construct a watering berm around the planting hole and a smaller inner temporary berm immediately around the root ball to help retain water.
- < Apply water to both basins **immediately** after planting.
- < The inner berm will help keep the root ball moist until roots grow out into the fill soil and beyond. (usually 6 to 8 weeks)
- X Irrigate trees planted in the late winter to early spring on a weakly basis, when rain is lacking.
- X Begin watering twice a week with the approach of warm, dry weather apply water to wet the soil to the planting hole depth. Keep the soil moist not wet. Too much water is just as bad as too little.
- X During the second year, water on a weekly basis beginning in the late spring continuing through early fall. Water the soil area under the expanding leafy canopy, allowing enough time for the water to penetrate the soil to a depth of 6 to 12". If drip irrigation is used, expand the system as the tree grows.
- X By the third year, monthly deep watering should suffice.
- X Many trees will thrive with 2 to 3 deep watering applied during the summer of the fourth or fifth year.
- X Some trees will survive the summer with no further irrigation.
- X Most trees will benefit from periodic, but infrequent deep watering, particularly during droughts.
- < It may be necessary to make adjustments in watering frequency and duration depending on soil type, weather, drainage and tree species.

APPENDIX M

GUIDELINES FOR STRUCTURAL DEVELOPMENT OF YOUNG TREES

Structural pruning of young trees can improve branch spacing, strengthen branch attachment, reduce hazard potential, maintain or restore natural shape, and lower future maintenance costs. The most economic time to prune young trees is 3 to 5 years following planting; thereafter, pruning costs increase sharply.

At the time of planting, prune only to improve branch spacing, eliminate weakly attached, dead, damaged, rubbing or poorly formed branches. However, more significant pruning may be needed to correct crowded branching in trees topped at the nursery. If present, leave some branches along the lower trunk below the first permanent branch is desired to help shade and nourish the trunk. These "temporary" branches will help increase stem taper and reduce the chance of sunburned bark. Cut them back to 8 to12 inch "spurs" or to several buds to slow their growth and provide adequate clearance. Reprune as necessary to keep them in bounds. Remove about $^{1}/_{3}$ of the temporary branches each year, leaving the remainder well spaced. As a rule, remove no more than 25 percent of foliage of a new tree. Bear in mind that pruning removes the leaves that make food needed for growth and normal health. Over-pruning can retard establishment, reduces growth, impair health, increases susceptibility to pests, and can result in sunburned bark and/or dense sprouting.

After about 3 to 5 years, evaluate young trees for structure, clearance, defects, natural shape, and prune as needed. Emphasis of structural pruning should be placed on developing a strong, natural looking framework. First priority must be given to the removal of weakly attached (defective) branches – those with included bark at their union with the trunk or parent branch, and those that are crowded. Always preserve natural shape and branch structure.

To many untrained practitioners, pruning is the shortening of most if not all of a tree's branches presumably to control size and increase bushiness. Although this does stimulate several to many sprouts to form just below where a cut is made, the resulting shoots are fast growing, upright, crowded, poorly tapered and weakly attached. Furthermore, trees pruned in this manner generally grow back to their original height in several years. Another problem is that lateral growth along the lower portion of the branch and new shoots is poor. Thus, resulting branch structure and trees architecture is irreparably altered. Branches allowed to grow on their own, are generally shorter, well tapered and with normal lateral branching.

GUIDELINES:

- The primary goal of early structural pruning is to establish a tree's basic framework and enhance natural form, rather than reduce size or impose some unnatural growth form.
- Have a reason for removing each branch. Indiscriminant pruning ruins natural shape and architecture and creates structural problems.
- Begin by removing defective (weakly attached) branches, and those growing downward or in an undesirable direction. Remove
 dead, cankered, damaged, suppressed, and rubbing branches as well as vigorous, trunk sprouts.
- Use "thinning cuts" to direct growth. A thinning cut removes a branch at its attachment point to another branch or to the trunk, or shortens it to a lateral branch at least ½ its diameter. This allows the remaining lateral to assume the terminal role, while preserving the tree's natural defenses, and encouraging quick closure.
- The term "thinning" refers to the selective removal of branches, using "thinning cuts" to improve structure, reduce height, spread, branch weight and wind resistance. Current pruning standards limit the removal of foliage to no more than 25 percent. This "general rule" is intended to avoid excessive foliage removal. Size reduction using thinning is quite limited, thus trees that are too large for their allotted space should be replaced with more appropriate species. Thinning can also be used to suppress or stimulate branch growth, allowing the practitioner to direct growth or alter the growth pattern of a co-dominant stem.
- Trees that maintain a single, dominant central leader (excurrent growth form) throughout most of their lives, e.g., most conifers and a few hardwoods like liquidambar, usually need little pruning beyond removing or cutting back an occasional competing leader or removing lower laterals below the first permanent scaffold.

Most trees, unless topped at the nursery or after planting, will have a single, dominant central leader for several or more years. Some trees, like Chinese Pistache, however, may have several leaders while they are very young and appear quite round-headed (decurrent growth form). In such cases, little needs to be done other than improve branch spacing and eliminate obvious defects.

Important Steps:

- When there are competing leaders, select the most dominant and upright leader and remove **or** cut back competing leaders to lower lateral branches growing more horizontally.
- Cut back or thin any lower laterals that threaten to compete with the leader.
- Most trees will eventually develop multiple leaders as they age, but it is a good idea to maintain a single dominant leader for as long as practical.
- Select the lowest permanent scaffold branch and cut back or remove competing branches. This position will be determined by the tree's location, e.g., along a street, over a sidewalk, in a park, or on a residential lot etc.
- Next, select vigorous, well-formed and relatively horizontal scaffold branches to form the basic framework of the tree. Prune out competing branches (those that are within 4 inches, directly above, below, opposite or to one side) the selected scaffold. Make your selection on the basis of size, freedom from defect, attachment strength, angle of growth, and radial and horizontal spacing. Some of the less vigorous competing branches and smaller shoots can be left because they provide energy and will probably be shed over time.
- Ideal scaffold spacing is about 12 to 18 apart for larger species and about 8 to 12 inches for smaller species. If necessary, spacing can be improved as by further pruning as the tree grows. Uniform spacing is seldom achievable, so don't worry too much about it. It is more important to make sure that the scaffold's attachment is strong, and that branch distribution is relatively symmetric.
- Ideally, scaffold branches should be about 50 percent of the size of the trunk. Attachment strength decreases as the size ratio exceeds about 75 percent.
- Keeping the size of lateral branches to less than ½ the diameter of the trunk or branches from which they grow, is an important goal.
- Branches that are the same or nearly the same diameter as the trunk or parent branch they arise from are called co-dominant stems. They usually form forks or V-crotches, which are prone to splitting. This potential problem can be corrected by removing one of the forks or pruning one of them back to a lower lateral, or thinning the foliage along one of the branches about 20 percent. This will suppress growth in the pruned branch while invigorating growth in the unpruned branch, ultimately, changing the size ratio.
- It may also be necessary to thin foliage or branches along scaffolds to improve the branch/trunk size ratio.
- Avoid removing interior foliage and lower lateral along the scaffolds.
- For stability, $\frac{1}{2}$ of a tree's foliage should originate in the lower $\frac{2}{3}$ of the tree.

When removing an unwanted branch, there are several basic rules to follow:

- Remove an unwanted branch at the trunk or parent branch where it arises without leaving a stub.
- Leave the branch collar (swollen area at the base) intact.
- Do not cut branches flush to the trunk.

The practice of `topping' or severely pruning young trees especially bare root trees, destroys natural structure, and can delay establishment.

APPENDIX N

INELIGIBLE TREES

- < Any tree species not commonly recognized as growing to a height of at least 30 feet at maturity unless required for a site with limited space, or are not frost hardy to a 10 year low temperature expected in the proposed area.
- Trees that are short lived, weak wooded, pest prone, a nuisance, small crowning or otherwise undesirable.

Some of the more common ineligible trees:

acacia Acacia spp.
bottlebrush Callistemon spp.
melaleuca Melaleuca spp.
palm trees All species
myoporum Myoporum laetum
Guatemala holly Olmediella betsche

Guatemala holly
Cape pittosporum
California redbud
Pittosporum viridiflorum
California redbud
Podonea viscosa
red cap eucalyptus

Claudella betscheriana
Pittosporum viridiflorum
Cercis occidentalis
Podonea viscosa
Eucalyptus erythrocorya

crepe myrtle Lagerstromea indica, L. x faueri (few exceptions)

yew pine Podocarpus macrophylla photinia Phototinia fraseri

purple leaf plumb Prunus cerascifera, P. bliriana

white alder Alnus rhombifolia (except riparian plantings)

Lombardy poplarPopulus nigra 'Itilica'tuliptreeLiriodendron tulipiferahoney locustGleditsia tricanthoides

Monterey Pine Pinus radiata

Monterey cypressCupressus macrocarpaLeland cypressCupressocyparis lelandiiArizona cypressCupressus glabratree of heavenAilanthus altissma

box elder Acer negundo (except cultivars)

birch Betula spp.

giant sequoia Sequoiadendron giganteum

coastal redwood Sequoia sempervirens (in non- irrigated settings)
California native oaks Quercus spp. (in non-irrigated settings)

evergreen pear Pyrus kawakami
mayten Maytenus borialis
'Raywood' ash Fraxinus oxycarpa

elms Ulmus spp. (except DED resistant cultivars and Chinese

elm)

silk oak Grevellia robusta

poplar Populus spp. (except riparian plantings)

glossy privet Ligustrum lucidum

California sycamore Plantanus racemosa (OK with approval)

Colorado blue spruce Picea pungens

willow Salix (except riparian plantings)

mayten Mayten boaria

STATE OF CALIFORNIA

STANDARD AGREEMENT ---

CONTRACTOR

STATE AGENCY

APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 5-91)

| CONTRACT NUMBER | AM. NO. |
|----------------------------------|---------|
| | |
| TAVDAVEDIS EEDEDAL EMDLOVED IDEN | |

APPENDIX O

| | | | | | | 140 | WIDER | |
|---|--|---|---|------------|----------|------------------|----------------|--|
| THIS AGREEMENT, made and entered in the State of California, by and between | d into this day of een the State of California, through its du | , <u>199</u> lly elected | | ited, qual | lified a | and acting | | _ |
| TITLE OF OFFICER ACTING FOR STATE DIRECTOR | AGENCY DEPARTMEN | IT OF FC | DRESTI | RY & FI | IRE F | PROTECTIO | ON | , hereafter called the State, and |
| CONTRACTOR'S NAME | | | | | | | | , hereafter called the Contractor. |
| does hereby agree to furnish to the time for performance or complete. Contractor agrees to provide the Exhibit "A" consisting of: Attachment Attachment | | ollows: (S cations, is contract of the Mille e Millen | Get forth f any.) locumer nnium" | service | | | | of the State hereinafter expressed, |
| CONTINUED ON SHEETS, EACH | BEARING NAME OF CONTRACTOR AN | ID CONTR | ACT NUI | MBER. | | | | |
| | reof constitute a part of this agreement. ont has been executed by the parties hereto | o, upon the | date firs | t above v | vritten | 1. | | |
| STATE C | F CALIFORNIA | | | | | С | ONTRAC | CTOR |
| AGENCY DEPARTMENT OF FOR | ESTRY & FIRE PROTECTION | | CONT | RACTOR (| If othe | er than an indiv | idual, state w | hether a corporation, partnership, etc.) |
| BY (AUTHORIZED SIGNATURE) | | | BY (Al | JTHORIZE | D SIG | GNATURE) | | |
| PRINTED NAME OF PERSON SIGNING ROSS D. Johnson | | | PRINT | ED NAME | AND T | TITLE OF PERSO | N SIGNING | |
| тіть Deputy Director for Resourc | e Management | | ADDR | ESS | | _ | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITL | _E) | | | | FUND TITLE | | Department of General Services |
| \$ | Local Assistance | | | | | *See Be | low | Use Only |
| | (OPTIONAL USE) Trees for the Millennium | | | | | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | ITEM | сная 50 | TER | STATU | ITE | FISCAL YEAR | - | Deputy Director for Resource |
| \$ | 3540-001-0928 | 50 | | 1999 | 9 | 1999/00 | I | Management |
| TOTAL AMOUNT ENCUMBERED TO DATE | OBJECT OF EXPENDITURE (CODE AND | TITLE) | | | | | _ | ate |
| \$ | 99-9500-418.04-96414 | | | | | | | |
| | sonal knowledge that budgeted fund se of the expenditure stated above. | ds are | T.B.A. I | NO. | B.R. | NO. | e a C | hereby certify that all conditions for xemption have been complied with nd this contract is exempt from tepart. of General Services pproval. |
| SIGNATURE OF ACCOUNTING OFFICER | | | DATE | | | | | |

CONTROLLER

DEPT. OF GEN. SER.

- 1. The Contractor agrees to indemnify, defend- and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
- 2. The Contractor, and the agents and employees of the Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
- 3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
- 4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
- 5. Time is of the essence in this agreement.
- 6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- 6. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Contract No.: Contractor:

EXHIBIT "B"

Specific Contract Provisions

- 1. Term of this contract shall be upon approval of the contract through January 31, 2002.
- 2. The following contract coordinators have been assigned:

STATE CONTRACTOR

Mr. Eric Oldar Dept. of Forestry & Fire Protection 2524 Mulberry Street Riverside, CA 92501

Phone: (909) 782-4140, Ext. 6125

- 3. In consideration of services specified in Exhibit A, performed in a manner acceptable to the State, and following contractor's submission of an invoice in triplicate no more often than monthly in arrears to State's contract coordinator, State shall pay contractor for services completed. Invoices shall include contract number, time period covered, and if applicable, contractor's actual expenditures as budgeted in contract.
- 4. An amount equal to 10 percent of each invoice shall be withheld pending satisfactory final completion of the project. The amount withheld shall be included in the final payment after receipt of the completion report.
- 6. This contract is conditional upon the appropriation and availability of funds for this purpose. In the event funds are not available, each party agrees to release the other from all obligations under this contract.

Contract No.: Contractor:

EXHIBIT "C"

General Contract Provisions

- 1. By signing this contract, contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against contractor within the immediately preceding two-year period because of contractor's failure to comply with an order of a federal court which orders compliance with an order of the National Labor Relations Board.
- 2. Upon mutual consent, either party may amend this contract in writing.
- 3. Either party may cancel this contract at any time by giving 30 days' written notice to the other party. In the event of termination, State shall pay contractor for all costs and uncancelable obligations incurred to the date of termination, up to but not to exceed the maximum amount payable in Exhibit "B".
- 4. If contract is over \$10,000, contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement.
- 5. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors and subcontractors shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et.seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et.seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

| Contract No.: |
|---------------|
|---------------|

Contractor:

EXHIBIT "C"

General Contract Provisions

- 6. Contractor certifies under the penalty of perjury under the laws of the State of California to have, unless exempted, complied with the nondiscrimination program requirements of Government Code section 12990 and California Code of Regulations, Title 2, section 8103.
- 7. Contractor shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications.
- 8. Contractor hereby certifies compliance with Government Code, Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
 - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation and employee assistance programs, and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract:
 - 1) Will receive a copy of the company's drug-free policy statement, and
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- 9. Should a dispute arise under this contact, contractor may, in addition to any other remedies available, provide written details of the dispute and mail to Department of Forestry and Fire Protection, Contracts Office Manager, P.O. Box 944246, Sacramento, CA 94244-2460. Written statement must include contract number. Within ten days of receipt of notice, the contracts manager shall advise contractor of the findings and recommend a method to resolve the dispute. Contractor shall continue to perform contract requirements during the dispute period. State's decisions are final.

Contract No.: Contractor:

EXHIBIT "C"

General Contract Provisions

- 10. Under the State laws, contractor shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district, (2) subject to cease and desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 11. An amendment is required to change the contractor's name as listed on this agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 12. Contractor agrees to make immediate monetary restitution of any advance funds for any disallowances of costs or expenditures or unauthorized activities which are disclosed through audit or inspection by the State. If Contractor does not satisfactorily complete the project and/or project is not certified as satisfactorily completed by a certified arborist, registered professional forester, or city agency representative, all sums previously advanced by the State shall immediately become due and payable to the State.
- 13. Work started or materials purchased prior to the execution of this agreement will not be eligible for funding under the terms of this agreement.
- 14. Contractor shall permit periodic site visits by a representative of the State to ensure program compliance.
- 15. Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement or both and the Contractor or Grantee may be ineligible for award of any future State contracts if the department determines that any of the following has occurred: (1) the Contractor or Grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted in this agreement.
- 16. In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be effected.
- 17. This contract is complete and in force only after all State approvals are obtained.